

# **AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE BOROUGH OF MENDHAM**

**AND**

**THE MENDHAM BOROUGH EDUCATION ASSOCIATION**

**For the Period  
July 1, 2013 – June 30, 2016**

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**PREAMBLE**

**THIS AGREEMENT**, made this       day of September, 2013 between:

THE BOARD OF EDUCATION OF THE BOROUGH OF MENDHAM IN THE COUNTY OF MORRIS, NEW JERSEY, a body corporate of the State of New Jersey, hereinafter called the BOARD; and

THE MENDHAM BOROUGH EDUCATION ASSOCIATION, the representative for collective negotiations concerning terms and conditions of employment for all teaching personnel under the contract, including Teachers, Librarians, Psychologists, Social Workers and Learning Consultants of the Mendham Borough Schools and specifically excluding all Administrators, Clerical, Custodial/Maintenance, Aides, Teaching Assistants and all other support staff, hereinafter called the ASSOCIATION, and whose members are hereinafter referred to as TEACHERS.

WITNESSETH:

WHEREAS, this Agreement is subject to the provisions of *N.J.S.A. 34:13A-1 et seq.*; and

WHEREAS, the BOARD and ASSOCIATION, in accordance with *N.J.S.A. 34:13A-1 et seq.*, have met and negotiated in good faith the terms and conditions of employment of the teachers in the Borough of Mendham; and

WHEREAS, as a result of the aforesaid negotiations, be it

RESOLVED, that the following provisions hereinafter set forth have been agreed upon:

## ARTICLE I

### SALARY SCHEDULE

A. 1. The Board and the Association hereby agree to apply an increase of 2.3% (inclusive of increment) of the 2012-2013 salary base to create a 2013-14 salary guide, to apply an increase of 2.5% of the 2013-14 salary base to create a 2014-15 guide, and to apply an increase of 2.5% (inclusive of increment) of the 2014-15 salary base to create a 2015-16 salary guide. It is understood that these are aggregate amounts and do not reflect actual salary increases for individual staff members. The salaries for all unit members for the 2013-14, 2014-15 and 2015-16 school years are set forth on Schedules "A-1," "A-2" and "A-3" attached to and made a part of this Agreement.

2. Longevity shall be defined as continuous service in the Mendham Borough School System. Continuous service shall be defined as years of service in Mendham Borough without interruption by reason other than an approved leave of absence or a reduction in force. A teacher resigning from his/her position and returning later shall not be considered to have continuous service.

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

\$1,400	After 15 years of continuous service
\$1,500	After 20 years of continuous service
\$1,600	After 26 years of continuous service

The longevity pay amounts set forth above shall not be cumulative.

Such years of continuous service shall be completed prior to September 1 for a teacher to be eligible for longevity pay.

A teacher must work a minimum of one-half of the school year, currently ninety-three (93) school-calendar days of a possible one hundred eighty-five (185), to be eligible for movement to the next step on the salary guide and to earn a year of continuous service towards longevity. Longevity pay shall be prorated for part-time teachers in accordance with the formula used to calculate part-time teachers' salaries.

B. STRUCTURE - The salary schedule is structured to provide for movement in two directions, vertical, referred to as steps; and horizontal, referred to as levels.

1. STEPS - Advancement at each step on the salary schedule shall be as provided herein. Steps shall correspond to years of accredited service.

### Guide Movement

2012-2013 Step	2013-2014 Step	2014-2015 Step	2015-2016 Step
			1
	1	1-2	2-3
1-2	2-3	3-4	4-5
3-4	4-5	5-6	6-7
5	6	7	8
6	7	8	9
7-8	8-9	9-10	10-11
9-10	10-11	11-12	12-13
11-12	12-13	13-14	14-15
13-14	14-15	15-16	16-17
15	16	17	18
16	17	18	19
17	18	19	20
18	19	20	21
19	20	21	22
20	21	22	23
21-23	22-24	23-25	24-26
24	25	26	27
25	26	27	27

2. LEVELS - Teachers shall be placed on the salary schedule according to seven training levels as follows:

Level I Bachelor's degree

Level II Bachelor's degree plus fifteen (15) approved credit points

Level III Bachelor's degree plus thirty (30) approved credit points

Level IV Master's degree

Level V Master's degree plus fifteen (15) approved credit points

Level VI Master's degree plus thirty (30) approved credit points

Level VII Master's degree plus forty-five (45) approved credit points

C. Conditions for Employment and Advancement on the Salary Schedule

1. The Board will allow credit of up to four years of military service.

2. Increments on the salary schedule may be withheld for unsatisfactory performance based on evaluation of professional personnel. Such evaluation is to be made on regular basis by the administration. Salary increments may also be withheld for other just cause in accordance with law.
3. Teachers who have been employed by the Mendham Borough Board of Education for one-half (½) of the school year, currently ninety-three (93) days of a possible one hundred eighty-five (185) days, will be eligible to move to the next step on the salary guide if they are appointed for the following school year.

D. Criteria for Establishment of Approved Credit Points

1. A teacher must hold a regular certificate in order to earn approved credit points.
2. Credit for a course will be given automatically if it meets any one of the following criteria and providing that the teacher attains a final grade of at least a “B” or equivalent.
  - a. The course is part of a current and approved program of courses leading to obtaining a Master’s, Professional Diploma, or a Doctoral degree in the teacher’s field of specialization.
  - b. The course or graduate program is needed to obtain additional certification or training required for a change in assignment by the administration or Board of Education.
3. Courses other than those listed above shall have prior approval in writing from the Superintendent. The decision on preapproval of a course shall be made no later than sixty (60) days following the Superintendent’s receipt of the request, or -- provided the teacher has submitted the request at least ninety (90) days prior to the date of course commencement -- within sixty days prior to the commencement of the course, whichever is earlier. Credit for a course will be given provided the teacher attains a grade of at least a “B” (80%) or equivalent. Included in this category are graduate level courses taken at accredited institutions and/or undergraduate courses which will aid directly in the improvement of teaching in an area assigned by the principal or in the area of the teacher’s specialization. Credit will not be given for in-service courses.
4. All salary guide column movement under this Section shall be in accordance with the provisions of *N.J.S.A. 18A:6-8.5* or any other applicable statute or administrative regulation, and the provisions of this Section shall only be applicable to the extent permitted by *N.J.S.A. 18A:6-8.5* or any other statutory provision or administrative regulation.

- E. Adjustments to new training levels as a result of the completion of approved credits will be made at two times during the school year:

1. For those applications received by October 1, adjustments will become effective retroactive to September 1.
2. For those applications received by March 1, adjustments will become effective retroactive to February 1.

F. Placement on Guide

Initial placement of newly hired teachers on the salary guide shall be determined by the Board in accordance with the provisions of *N.J.S.A. 18A:29-9*.

- G. Any person upon receiving a doctoral degree in the field of education from a recognized university while employed in the District will receive a one-time award of \$1,000.00, \$500.00 of which will be used in the classroom at the Teacher's discretion, and the remaining \$500.00 will be for the Teacher's personal use.

## ARTICLE II

### HEALTH INSURANCE AND RELATED BENEFITS

- A. The Board agrees to provide health insurance coverage to eligible employees and their families under the School Employees' Health Benefits Program ("SEHBP") subject to the following:
1. "Eligible employees" means: i) unit members who work a monthly average of at least twenty (20) hours per week in the case of those unit members enrolled in SEHBP insurance coverage on or before May 21, 2010, provided there has been no break in the unit member's service or reduction of work hours; and ii) for all other unit members, those employees who work a monthly average of at least twenty-five (25) hours per week or such other minimum work week as may be set by law.
  2. Eligible employees receiving health insurance coverage will pay the mandatory contribution required by P.L. 2011 c. 78 through a payroll deduction, and the Board will pay the balance of the premium cost.
  3. The Board agrees to establish and administer a plan pursuant to Internal Revenue Code Section 125 so that eligible employees may elect to make contributions for individual/dependent coverage with pre-tax dollars.
- B. The Board agrees to provide dental insurance coverage for all employees who work a monthly average of at least twenty (20) hours per week, and their eligible dependents. Such dental coverage will provide a usual and customary schedule, no deductible, 100% preventive, 80% basic, and 50% major services.



- C. Additional contributions for health insurance coverage shall be made in accordance with the requirements prescribed by law.
- D. Effective July 1, 2013, an employee eligible for medical insurance coverage who chooses to waive such coverage for a full school year shall receive a payment equal to twenty-five percent (25%) of the premium cost saved by the Board as a result of such waiver. One-half of the payment will be made in September and the second half in June of each school year in which the waiver is elected, provided the employee has not resumed insurance coverage during the course of the school year. An employee who waives and then resumes coverage during the year will reimburse the Board on a pro rata basis for the balance of any excess waiver payment received by the employee.

### **ARTICLE III**

#### **STIPEND**

- A. The Board agrees to pay any teacher for overnight supervision of students while outside of the Borough of Mendham on a Board-approved activity the sum of \$200.00 per night for the term of this Agreement.
- B. Teachers who provide turnkey staff development training which has been preapproved by the Administration will be compensated \$200.00 for a full-day training or \$100.00 for a half-day training.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

Each teacher, group of teachers, or the Association has the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. They shall be assured freedom from restraint, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal through designated administrative channels or to designate another person to appear with them at any step in their appeal.

The following procedure is applicable to an individual teacher, group of teachers, or the Association:

- A. A grievance must be filed within fifteen (15) school days of the time the Association becomes aware of the incident but in any event no later than six months after the occurrence of the incident giving rise to the grievance.
- B. Any Teacher having a grievance shall discuss it first with his/her Principal in an attempt to resolve the matter.

- C. If the matter is not resolved to the satisfaction of the Teacher within ten (10) school days of the initial discussion, he or she shall set forth the complaint in writing to the Principal no later than twenty-five (25) school days after the initial discussion. The complaint must set forth the grounds on which the grievance is based, including, but not limited to, the contract clause, policy, administrative decision, or past practice on which the grievance is based. The specific remedy being sought should be identified in writing. The Principal shall communicate the decision upon the complaint in writing to the Teacher within ten (10) school days of receipt of the written complaint.
- D. The Teacher may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing and should be done within twenty (20) school days after the receipt of the Principal's decision. The Superintendent shall request a report on the grievance from the Principal and shall confer with the concerned parties. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed twenty (20) school days from the receipt of the teacher's appeal. The Superintendent shall communicate the decision upon the appeal in writing, along with supporting reasons, to the Teacher and his/her building Principal.
- E. If the grievance is not resolved to the Teacher's satisfaction, she/he may request a review by the Board. The request shall be submitted in writing through the Superintendent within thirty-five (35) school days of the appeal to the Superintendent. The Superintendent shall attach all related papers and forward the request to the President of the Board. The Board shall review the grievance, hold a hearing with the concerned parties, and render a decision in writing to the Teacher, the Principal, and the Superintendent within forty-five (45) school days of the receipt.
- F. If the grievant is not satisfied with the decision of the Board, or if no decision has been rendered within the time limit allowed, he/she may request, through the Association, advisory arbitration, on contract language only, pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed not later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the Teacher, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

## ARTICLE V

### PERSONAL ILLNESS

- A. 1. All teachers shall be entitled to ten (10) days of sick leave paid at each teacher's standard rate, for personal illness during the school year. The number of sick leave days not used by the teacher during a school year, shall be added to the individual teacher's accumulated sick leave. Sick leave days in a given year are defined as equal to the full time equivalent for which a teacher is employed.
2. For absence due to illness of any relative in the employee's immediate family, full pay for not more than three (3) days each school year will be paid to the employee. Immediate family shall be considered to be father, mother, spouse, domestic partner (*N.J.S.A. 26:8A-3*), child, brother, sister, or any relative residing in the immediate household. Teachers utilizing family illness days shall normally provide forty-eight (48) advance hours notice of said leave except in cases of emergency.
- B. Extensions of sick leave will be in accordance with statute.
- C. The Board of Education may, in addition to the paid sick leave provisions for personal illness described in the above two paragraphs, give special consideration to exceptional cases involving extreme hardships.
- D. A teacher returning to work after an authorized leave of absence for reasons other than personal illness shall be entitled to any sick leave accumulated prior to the leave.
- E. The Board of Education may require any teacher claiming sick leave to file suitable medical evidence of disability with the Secretary of the Board before payment of any sick leave under provisions of this agreement. Suitable medical evidence of disability may also be required from any teacher whose absence extends beyond two school work weeks in duration and therefore as deemed necessary by the Board of Education.
- F. When a teacher employed prior to June 30, 1995 leaves after ten years of continuous service to this district she/he shall receive a lump sum payment calculated at the rate of \$45 per day for the duration of this Agreement. For teachers employed after June 30, 1995, this benefit will apply only upon retirement for age and/or service or disability through the TPAF, with immediate payment of retirement benefit.

The amount shall not exceed \$7,000.00. This sum shall be paid within twelve (12) months of the separation date.

Beginning in the 1998-1999 school year, if a new job category is added to the bargaining unit, and if members in that category were not entitled to the benefit prior to the addition that category, then on the first day of the first contract year, the benefit will be capped at \$700.00, and on the first day of each successive contract year, the benefit cap will be

increased by an additional \$700.00. When the category has been in the bargaining unit for ten complete contract years, the benefit will be the same as that for all other bargaining members.

The sick days shall be used in reverse chronological order.

If a teacher employed prior to June 30, 1995 should die after 10 years of continuous service, the above amount shall be paid to the teacher's estate.

## **ARTICLE VI**

### **WORK YEAR/ WORK LOAD/WORKDAY/RESEARCH/SUMMER WORK**

#### **A. WORK YEAR**

1. The in-school work year for teachers employed on a ten-month basis (other than new personnel who shall be required to attend two (2) additional days of orientation) shall not exceed 185 days.
2. The calendar shall contain three (3) single session days: one (1) before the Thanksgiving break, one (1) before the Winter break, and one (1) the last day of school. In addition, when evening or daytime parent conferences are scheduled there shall also be a single session for that day.
3. In addition to the full day of in-service presently provided, an additional minimum of six (6) hours of in-service shall be made available for the purpose of continuing education and professional development. These in-service workshops shall be sponsored by the District and shall be applied toward Professional Development requirements as set forth by the Professional Teaching Standards Board and the New Jersey Department of Education.

#### **B. WORKLOAD**

The Administration will make a reasonable effort to schedule the work load of:

1. Teachers of Grades K-4 to include daily:
  - a. One team planning period (not to be scheduled during the unassigned time prior to the arrival of students or following their departure);
  - b. One teacher planning period (not to be scheduled during the unassigned time prior to the arrival of students or following their departure);
  - c. One duty free lunch period.

2. Teachers of Grades 5-8 to include daily:
  - a. One team planning period (not to be scheduled during the unassigned time prior to the arrival of students or following their departure);
  - b. One teacher planning (“preparation”) period (not to be scheduled during the unassigned time prior to the arrival of students or following their departure);
  - c. One duty free lunch period.
3. Teachers losing a preparation or team planning period to provide class coverage or as the result of an additional instructional assignment shall be compensated at the rate of \$35 for each lost planning or preparation period.
4. Teachers combining a class as a result of no available substitute or an educational emergency shall receive the sub pay, prorated and divided among the covering Teachers.

C. TEACHING WORKDAY

1. School Day
  - a. For the school years during the term of this Agreement, the scheduled school day for all Teachers shall be 7 hours and 15 minutes. This includes 15 minutes of unassigned time prior to student arrival and 15 minutes of unassigned time following student departure.
  - b. The work day for each Teacher will be assigned by the Superintendent at the beginning and the middle of the school year. Stipends for coaching and other extracurricular activities will not be affected by these assignments.
2.
  - a. Teachers may be required to remain up to an aggregate of ninety (90) minutes each month, after the end of the regular workday, without additional compensation, for meetings as required by the Administration.

These meetings shall be scheduled in either one or two meeting times per month at the discretion of the administration.
  - b. Teachers who are required to attend meetings preapproved by the Administration in excess of ninety (90) minutes per month will be compensated at the rate of \$45 per hour for all such attendance beyond 90 minutes per month. This provision shall not apply to teachers who are receiving stipend compensation for an assignment, duty or other role related to the meeting attendance.

3. All Teachers shall attend up to two (2) Parent Activity Nights, at the discretion of the Administration, which may include Back to School Night, Festival of the Arts and/or parent conferences. Parent conferences shall be two (2) hours in length; on this day, school dismissal will be 1 p.m. Eighth grade teachers shall attend graduation exercises.
4. Each Teacher shall provide supervision of students for up to twenty (20) fifteen (15) minute periods per school year either in the morning and or afternoon before the scheduled start of the school day and after the scheduled end of the school day. After the fifteen (15) minute period, the teacher shall receive administrative back up and shall be relieved. The duty shall be in a defined space in or outside of the school.

D. RESEARCH/SUMMER WORK

1. The Board may set aside funds in the budget for the purpose of research, consultation, curriculum development, and other tasks assigned by the administration in accordance with the following provision. The Board retains the right to determine the amount to be expended and the nature and extent of the project to be undertaken.
2. Any Certified Educator asked to write, rewrite, revise or develop new curriculum will be paid to do so at an hourly rate of forty-five dollars (\$45) per hour.

E. EXTENDED SCHOOL YEAR/HOME INSTRUCTION

Teachers providing instructional services for the Extended School Year program or Home Instruction will be compensated at the rate of sixty dollars (\$60.00) per hour.

F. AFTER SCHOOL SUPERVISION

Teachers assigned with the approval of the Superintendent and Board to supervise activities outside the regular contractual work day which is not otherwise part of the staff member's responsibilities under an extracurricular stipend, such as concerts, school dances or similar events where the Superintendent deems supervision necessary, shall be compensated at the rate of forty-five dollars (\$45) per hour.

## ARTICLE VII

### PHYSICAL EXAMINATIONS

- A. All employees of the Board of Education shall be tested for tuberculosis infection as required by law. The cost of the test and subsequent X-ray, if necessary, shall be borne by the Board of Education. Employees may have these tests done by their family physician, in which case the cost shall borne by the employee.

- B. The Board of Education may require the individual examination at the Board's expense, of any employee whenever there is evidence of physical or mental illness. If the result of the examination indicates a communicable disease or mental abnormality, the employee shall be ineligible for further service until satisfactory proof of recovery is furnished.

## **ARTICLE VIII**

### **PAYMENT OF TUITION FOR COURSES FOR ADVANCED STUDY**

- A. Any teacher wishing to be reimbursed for courses of advanced study must FIRST apply to the Superintendent for approval of said courses before enrollment. For those courses which have been approved, the Board will reimburse the Teacher at the Rutgers University tuition rate or the employee's actual cost, whichever is less, subject to the District total cap set forth in subparagraph G., below.
- B. Courses required for certification or taken prior to the first day of teaching in the Mendham Borough School District will not be eligible for reimbursement.
- C. The Superintendent may approve courses if they are part of an approved Master's Degree, Professional Diploma, or a Doctoral Degree Program in either the Teacher's field of specialization or another field approved by the Superintendent for that Teacher. The Superintendent may also approve other courses if the Teacher can show that completion of the course will enhance his/her competence in the Teacher's field of specialization or in any other reasonable assignments within the district.
- D. To qualify for reimbursement, the Teacher must complete and submit to the Superintendent the appropriate form accompanied by a record of payment on or before May 15 of each school year during the term of this Agreement. Reimbursement shall be made to each eligible Teacher upon receipt by the Superintendent of proof of successful completion of the course by July 31 of each school year.
- E. A grade of at least a "B" (80%) or equivalent shall determine successful completion of the course.
- F. Tenured Teachers shall be eligible for tuition reimbursement for up to twelve (12) credits during one fiscal year, and up to six (6) credits during any one session. Non-tenured Teachers shall be eligible for tuition reimbursement for up to six (6) credits per year until they attain tenure.
- G. The aggregate district total of all such reimbursements shall not exceed twenty-five thousand dollars (\$25,000) in each school year of this Agreement. It is understood and agreed that this could result in each Teacher receiving reimbursement that is less than the per-credit cost at Rutgers or than the actual per-credit cost paid by the Teacher.

- H. Reimbursement shall be made on an equitable basis, with each eligible Teacher submitting his/her requirements by the specified dates. If the total cost of timely and eligible reimbursement requests does not exceed the aggregate cap of \$25,000, then full reimbursement shall be made to each eligible Teacher that year in accordance with the provisions of this Article. If, however, timely and eligible reimbursement requests exceed the aggregate cap of \$25,000, then each eligible Teacher shall receive a proportionate share of that year's allocation.
- I. The per credit rate for reimbursement shall be established each year as follows:

\$25,000 divided by the total cost of timely and eligible requests for credit reimbursement submitted to the Superintendent by May 15 and pursuant to all eligibility requirements in this Article.
- J. Approval for reimbursement may be at the regular Board meeting following the completion and submission of the required form as outlined above.
- K. Effective July 1, 2013, the Board shall pay the registration fee, tuition and textbook costs for all courses the Board requires a teacher to take.
- L. The provisions of this Article shall be in accordance with, and shall only be implemented to, the extent permitted by *N.J.S.A. 18A:6-8.5* or any other statutory provisions or administrative regulation.

## **ARTICLE IX**

### **TEACHER MENTORS**

The Board agrees to compensate Teachers who mentor provisionally certificated teaching staff members in the Mendham Borough Schools at the rate of five hundred dollars (\$500.00) per mentee, in lieu of payment to the mentor by the mentee.

## **ARTICLE X**

### **REIMBURSEMENT OF TEACHER'S EXPENSES**

The Board will reimburse the Teachers for expenses incurred in the pursuit of school business. Any Teacher anticipating such expense shall first get approval from his/her Principal or Director, as the case may be. A voucher listing these expenditures shall be submitted to the Board Secretary for payment by the first of each month. The Board will reimburse the Teacher for mileage driven in his or her own car for school purposes at the rate determined by the New Jersey Office of Management and Budget.



## **ARTICLE XI**

### **PAID ABSENCES FOR PERSONAL OR PROFESSIONAL PURPOSE**

- A. The Superintendent may recommend or grant requests of teachers to attend local conferences and workshops and to visit other schools when such attendance or visitation will directly benefit the Mendham Borough Schools.
- B. Teachers shall be granted three (3) personal days annually with full pay without disclosing the reason; the unused portion of which shall accumulate as sick leave. Additional days may be granted by the Board for special or unusual circumstances upon the recommendation of the Superintendent. Teachers utilizing personal days shall normally provide forty-eight (48) advance hours notice of said leave except in cases of emergency.  
No more than two (2) teachers in each school building may be absent for personal reasons on the last working day before, or the first working day after, a school holiday or vacation period.
- C. If the Board, after January 1 of any given year during the term of this Agreement, changes scheduled vacation dates because of emergency closings, a Teacher who has made every effort and is unable to change a non refundable financial commitment for said vacation dates shall be permitted with Board approval to use personal days to complete his/her original vacation plans. The Teacher shall bear the cost of substitute coverage for any additional days required to complete his/her vacation plans.
- D. Absence due to death in the employee's immediate family or household shall be allowed with full pay for a period up to three (3) days. (Immediate family shall include husband, wife, domestic partner (*N.J.S.A. 26:8A-3*), children, mother, father, grandparents, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, or other relatives who live in the same household.) Additional time may be granted upon recommendation of the Superintendent.

## **ARTICLE XII**

### **ANTICIPATED DISABILITY/CHILDCARE/ADOPTION LEAVES**

- A. Anticipated Disability Leave
  - 1. A Teacher who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the Teacher knows of it. The request will include the reason for the leave, the expected beginning date, the expected ending date, and whether the bargaining unit member intends to use paid leave for any part of the leave. During the period of actual disability, a Teacher may use his/her accumulated sick leave. Suitable medical documentation will be provided in support of the disability.

2. A Teacher requesting a maternity disability leave of absence before the birth of a child should normally submit a written request along with providing suitable medical evidence of pregnancy and the expected date of delivery to the Board of Education sufficiently in advance of the requested starting date of the sick leave so the Board may act.

B. Childcare Leave

1. A Teacher under tenure may request and shall be granted an unpaid childcare leave for the purpose of caring for a child for a basic duration of up to eighteen (18) consecutive months. The Board of Education may, however, grant a longer or shorter child rearing leave to enable a Teacher to return to work at a time mutually agreeable to both parties and to ensure a continuity of instruction.
2. A non-tenured Teacher may request and shall be granted an unpaid childcare leave for the remainder of the year during which such leave was granted.
3. A Teacher requesting a childcare leave of absence for the purpose of caring for a child following a paid period of personal illness because of childbirth should normally submit a written request in advance of the expected starting date. The starting date of the leave shall generally be the first scheduled working date following the paid period of personal illness because of childbirth.

C. Adoption Leave

1. A Teacher under tenure planning to adopt a child may likewise request and shall be granted an unpaid childcare leave of absence for a basic duration of up to eighteen (18) consecutive months. The Board of Education may, however, grant a longer or shorter childcare leave to enable a Teacher to return to work at a time mutually agreeable to both parties and to ensure a continuity of instruction.
2. A non-tenured Teacher may likewise request and shall be granted an unpaid childcare leave of absence for the remainder of the year during which such leave was granted.
3. The Teacher shall inform the Board in writing of his/her intention to adopt a child at the time the application for adoption is made. Application for a childcare leave will be made as soon as the Teacher is informed of the custody date, and such leave shall commence upon said Teacher receiving custody of the child.

D. Placement on the Guide

A Teacher returning to work after a childcare or adoption leave of absence shall be placed on the proper place on the latest salary guide, but no credit shall be given for the time covered by the leave of absence.

### **ARTICLE XIII**

#### **EXTENDED LEAVES OF ABSENCE**

An extended leave, without pay, may be granted to a tenured Teacher subject to the following conditions:

- A. Seven years full time consecutive service in this District.
- B. A written request for this leave must be received by the Superintendent before February 1 of the school year proceeding the school year for which the leave is requested. A written response to each request received will be provided by March 1.
- C. Such leave shall normally be for a term of 12 months; however, the Board may grant a longer or shorter leave to enable a Teacher to return at a time mutually agreeable.
- D. The Teacher must inform the Superintendent of his/her intention to rejoin the staff by March 1 of the leave year.
- E. Upon returning from an extended leave, the Teacher shall be placed on the appropriate level and step of the latest salary guide with no credit given for the time covered by the leave.
- F. During the period of the leave, a Teacher may maintain the group medical and dental benefits with the Teacher paying the full cost of these benefits.
- G. The decision of the Board is final and shall not be arbitrable.

### **ARTICLE XIV**

#### **PART-TIME TEACHERS**

- A. Part-time Teachers shall be scheduled and assigned duties in all respects based upon the fraction of full time for which they are employed. Such Teachers shall be entitled to a full lunch period each day.
- B. Tuition reimbursement for part-time Teachers, who work at least fifty percent (50%) of the time and who meet all other conditions for tuition reimbursement, shall be the same as for full-time Teachers.
- C. Part-time Teachers shall be paid the same fraction of the salary guide amount for which they are employed.

## **ARTICLE XV**

### **ASSIGNMENTS AND VACANCIES**

- A. All District positions shall be posted in each school. The Superintendent shall acknowledge in writing the receipt of all such applications.
- B. Employees may submit letters of consideration to the Superintendent regarding vacancies that may become available during the summer months.

## **ARTICLE XVI**

### **POLICY NOTIFICATION**

- A. Each school in the district shall have a copy of the Board Policy Manual. Updates will be made available after Board approval.
- B. No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the unit member's personnel file unless the unit member has had the opportunity to review the material. The unit member shall acknowledge that s/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed, with express understanding that such signature in no way indicates agreement with the contents therein. The unit member shall also have the right to submit a written answer to such material; the unit member's answer shall be attached to the file copy. A unit member's refusal to sign the copy to be filed shall in no way restrict the Administration's discretion to place the material in the unit member's file.

## **ARTICLE XVII**

### **TUITION FREE ENROLLMENT/ REDUCED TUITION**

As a professional courtesy, children of Teachers who were employed by the District on or before December 20, 2004, and who are not domiciled in the District will be permitted to attend Mendham Borough Schools so long as there is no additional staffing or transportation necessary and/or required.

Teachers who are employed in the District after December 20, 2004, and who are not domiciled in the District, will be permitted to send their children to Mendham Borough Schools upon payment of fifty percent (50%) of the advertised tuition rate applicable to non-residents, so long as there is no additional staffing or transportation necessary and/or required.

## **ARTICLE XVIII**

### **EXTRACURRICULAR POSITIONS**

- A. Compensation for Teacher participation in extracurricular activities which is beyond the scope of the Teacher's assignment shall be set forth and specifically listed in schedules "B," "C," "D" and "E," with compensation listed therein.
- B. All extracurricular activities proposed in the District shall be posted at least ten (10) school days prior to the closing date for application. Teachers will be notified of their assignment for the following academic year by the last day of the current school year. The posting shall include the following information:
  - 1. Job title and job description;
  - 2. Location of job;
  - 3. Title of immediate supervisor;
  - 4. Qualifications needed to apply for posted position;
  - 5. Salary.

## **ARTICLE XIX**

### **ASSOCIATION RIGHTS**

#### **A. Representation Fee**

If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The representation fee will be for the current school year and will not be retroactive. This fee will be established by the association and shall not exceed the maximum allowed by law.

#### **B. Mechanics of Deductions and Transmission of Fees**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association. The Board of Education requests that the representation fee be deducted beginning September 1.

C. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing; the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that sub-paragraph (a) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

3. The Association shall maintain a "demand and return" system consistent with the law.

**ARTICLE XX**

**BOARD RIGHTS**

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and Rules and Regulations of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities. Such rights include but are not limited to:

- A. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their school assignments.
- B. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment and to promote and transfer all such employees.

## **ARTICLE XXI**

### **NEGOTIATIONS**

- A. The parties agree to enter into collective negotiations over a successor agreement no later than November 15 of the final year of this Agreement, in accordance with *N.J.S.A. 34:13 A-1 et seq.* in a good-faith effort to reach agreement on all matters concerning the terms and conditions of the Teachers' employment. Any agreement so negotiated shall apply to all employees covered hereunder, be reduced to writing, and be signed by the Presidents of the Board and the Association.
- B. Should this Agreement expire without a successor agreement having been agreed and ratified by both parties, no incremental advancement in salary shall be given prior to implementation of the successor agreement.
- C. If the final year of the current contract contains split steps, the salary base for the purpose of successor negotiations will use the average rate of the split steps. The base salary will be figured for the full-time equivalent employees employed on November 1 of the final year of this Agreement.
- D. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be permitted, but all other provisions or applications shall be considered in force and effect.

## **ARTICLE XXII**

### **REPRODUCTION OF AGREEMENT**

- A. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed by both parties.
- B. A copy of the Agreement shall be presented to all Teachers now employed by the Board, but in no case shall the number of copies required exceed seventy (70).

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

This Agreement shall be effective during the school years 2013-2014, 2014-2015, and 2015-2016, commencing July 1, 2013 and terminating on June 30, 2016.

**IN WITNESS WHEREOF** the parties, subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mendham, New Jersey as of the date first set forth above.

MENDHAM BOROUGH EDUCATION  
ASSOCIATION

By: Judith P. Benil  
President

ATTEST:

By: Judy Zeluga  
Secretary

MENDHAM BOROUGH BOARD OF  
EDUCATION

By: [Signature]  
President

ATTEST:

By: Heather Maguen  
Secretary



**SCHEDULE "A-1"**

**MENDHAM BOROUGH TEACHER SALARY GUIDES: 2013-14**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	49,935	51,285	53,635	55,435	56,835	58,035	59,235
2-3	50,435	51,785	54,135	55,935	57,335	58,535	59,735
4-5	51,935	53,285	55,635	57,435	58,835	60,035	61,235
6	53,055	54,405	56,755	58,555	59,955	61,155	62,355
7	54,055	55,405	57,755	59,555	60,955	62,155	63,355
8-9	55,055	56,405	58,755	60,555	61,955	63,155	64,355
10-11	56,055	57,405	59,755	61,555	62,955	64,155	65,355
12-13	57,055	58,405	60,755	62,555	63,955	65,155	66,355
14-15	58,465	59,815	62,165	63,965	65,365	66,565	67,765
16	60,415	61,765	64,115	65,915	67,315	68,515	69,715
17	62,415	63,765	66,115	67,915	69,315	70,515	71,715
18	65,120	66,470	68,820	70,620	72,020	73,220	74,420
19	67,875	69,225	71,575	73,375	74,775	75,975	77,175
20	70,680	72,030	74,380	76,180	77,580	78,780	79,980
21	73,535	74,885	77,235	79,035	80,435	81,635	82,835
22-24	76,440	77,790	80,140	81,940	83,340	84,540	85,740
25	79,395	80,745	83,095	84,895	86,295	87,495	88,695
26	81,185	82,535	84,885	87,005	88,085	89,365	91,135

Longevity to be included and paid as regular annual salary distributed over 20 payments. Longevity payment will commence at the beginning of the employee's 16<sup>th</sup>, 21<sup>st</sup>, and 27<sup>th</sup> year in accordance with the following schedule:

15-19 years: \$1,400.00  
20-25 years: \$1,500.00  
26+years: \$1,600.00

**SCHEDULE “A-2”**

**MENDHAM BOROUGH TEACHER SALARY GUIDES: 2014-15**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1-2	52,235	53,585	55,935	57,735	59,135	60,335	61,535
3-4	52,735	54,085	56,435	58,235	59,635	60,835	62,035
5-6	53,720	55,070	57,420	59,220	60,620	61,820	63,020
7	54,710	56,060	58,410	60,210	61,610	62,810	64,010
8	55,705	57,055	59,405	61,205	62,605	63,805	65,005
9-10	56,715	58,065	60,415	62,215	63,615	64,815	66,015
11-12	57,715	59,065	61,415	63,215	64,615	65,815	67,015
13-14	58,720	60,070	62,420	64,220	65,620	66,820	68,020
15-16	60,130	61,480	63,830	65,630	67,030	68,230	69,430
17	62,080	63,430	65,780	67,580	68,980	70,180	71,380
18	64,080	65,430	67,780	69,580	70,980	72,180	73,380
19	66,785	68,135	70,485	72,285	73,685	74,885	76,085
20	69,540	70,890	73,240	75,040	76,440	77,640	78,840
21	72,345	73,695	76,045	77,845	79,245	80,445	81,645
22	75,200	76,550	78,900	80,700	82,100	83,300	84,500
23-25	78,105	79,455	81,805	83,605	85,005	86,205	87,405
26	81,060	82,410	84,760	86,560	87,960	89,160	90,360
27	81,935	83,285	85,635	87,755	88,835	90,115	91,885

Longevity to be included and paid as regular annual salary distributed over 20 payments. Longevity payment will commence at the beginning of the employee's 16<sup>th</sup>, 21<sup>st</sup>, and 27<sup>th</sup> year in accordance with the following schedule:

15-19 years: \$1,400.00  
20-25 years: \$1,500.00  
26+years: \$1,600.00

**SCHEDULE “A-3”**

**MENDHAM BOROUGH TEACHER SALARY GUIDES: 2015-16**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	53,490	54,840	57,190	58,990	60,390	61,590	62,790
2-3	53,990	55,340	57,690	59,490	60,890	62,090	63,290
4-5	54,490	55,840	58,190	59,990	61,390	62,590	63,790
6-7	55,480	56,830	59,180	60,980	62,380	63,580	64,780
8	56,470	57,820	60,170	61,970	63,370	64,570	65,770
9	57,465	58,815	61,165	62,965	64,365	65,565	66,765
10-11	58,465	59,815	62,165	63,965	65,365	66,565	67,765
12-13	59,465	60,815	63,165	64,965	66,365	67,565	68,765
14-15	60,470	61,820	64,170	65,970	67,370	68,570	69,770
16-17	61,940	63,290	65,640	67,440	68,840	70,040	71,240
18	63,890	65,240	67,590	69,390	70,790	71,990	73,190
19	65,890	67,240	69,590	71,390	72,790	73,990	75,190
20	68,595	69,945	72,295	74,095	75,495	76,695	77,895
21	71,350	72,700	75,050	76,850	78,250	79,450	80,650
22	74,155	75,505	77,855	79,655	81,055	82,255	83,455
23	77,010	78,360	80,710	82,510	83,910	85,110	86,310
24-26	79,915	81,265	83,615	85,415	86,815	88,015	89,215
27	82,685	84,035	86,385	88,505	89,585	90,865	92,635

Longevity to be included and paid as regular annual salary distributed over 20 payments. Longevity payment will commence at the beginning of the employee's 16<sup>th</sup>, 21<sup>st</sup>, and 27<sup>th</sup> year in accordance with the following schedule:

15-19 years: \$1,400.00  
20-25 years: \$1,500.00  
26+years: \$1,600.00

**SCHEDULE "B"**

**COACHES' COMPENSATION SCHEDULE**

**Soccer, Basketball, Baseball, Softball, Cross Country, Competitive Cheerleading, and Lacrosse**

<b>Level</b>	<b>Years</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
1	1-2	\$2,516.37	\$2,535.25	\$2,554.26
2	3-4	\$3,019.66	\$3,042.31	\$3,065.12
3	5-6	\$3,522.96	\$3,549.38	\$3,576.00
4	7-8	\$4,277.89	\$4,309.97	\$4,342.29
5	9	\$5,158.63	\$5,197.32	\$5,236.30

**Non-Competitive Cheerleading**

1	1-2	\$1,496.87	\$1,508.10	\$1,519.41
2	3-4	\$1,995.84	\$2,010.81	\$2,025.89
3	5-6	\$2,494.77	\$2,513.48	\$2,532.33
4	7-8	\$2,993.76	\$3,016.21	\$3,038.83
5	9	\$3,492.71	\$3,518.91	\$3,545.30

**Tennis**

1	1-2	\$1,250.25	\$1,259.62	\$1,269.07
2	3-4	\$1,438.92	\$1,449.71	\$1,460.59
3	5-6	\$1,625.33	\$1,637.52	\$1,649.80
4	7-8	\$1,939.03	\$1,953.58	\$1,968.23
5	9	\$2,250.43	\$2,267.31	\$2,284.32

**SCHEDULE "C"**

**EXTRACURRICULAR COMPENSATION SCHEDULE**

**2013-2016**

**Tier 1: \$625 per school year**

Eighth Grade Advisor  
Math League Grades 5-6  
Math League Grades 7-8  
Mock Trials Grades 5-6  
Mock Trials Grades 7-8  
Team Leaders

**Tier 2: \$1200 per school year**

Athletic Director  
Environmental Education Coordinator  
Junior Solar Sprints  
Morning Open Studio  
Newspaper Advisor  
Tech/Audio Visual Club  
Poetry Club

**Tier 3: \$1500 per school year**

Forensics  
Odyssey of the Mind  
Robotics  
Student Council  
Talent Show Staff (stipend divided among all workers)  
Yearbook Advisor

**Other:**

Biannual Musical Staff:       \$10,800 <sup>1</sup>

Afternoon Bus Supervisor:   (2) at \$ 2,450.44 each

PM Basketball Game Supervisor:   Hourly rate for after school supervision.

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<sup>1</sup> With regard to salary allotment for the Biannual Musical, the Superintendent of Schools and a representative of the MBEA, as designated by the president or co-presidents, will decide on an appropriate proportional allocation of the budgeted salary amount to be distributed to each approved staff member. This will be completed after the title and theme of the play is decided upon, but before it is staffed.

**SCHEDULE "D"**

**BAND, CHORAL AND ORCHESTRA DIRECTORS**  
**COMPENSATION SCHEDULE**

<b>Level</b>	<b>Years</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
1	1-2	\$1,502.32	\$1,513.59	\$1,524.94
2	3-4	\$2,003.12	\$2,018.14	\$2,033.28
3	5-6	\$2,503.87	\$2,522.65	\$2,541.57
4	7-8	\$3,255.03	\$3,279.44	\$3,304.04
5	9-10	\$3,755.83	\$3,784.00	\$3,812.38
6	11-12	\$4,256.63	\$4,288.55	\$4,320.72
7	13-14	\$4,757.36	\$4,793.04	\$4,828.99
8	15-16	\$5,007.79	\$5,045.35	\$5,083.19

**SCHEDULE "E"**

**DISTRICT WEBMASTER COMPENSATION**  
**2013-2016**

The compensation for the District Webmaster position shall be six thousand dollars (\$6,000.00) per school year.